

REQUEST FOR QUOTATION NUMBER 24-RFQQ-002

FOR

USER EXPERIENCE CONSULTING SERVICES

BY THE

WASHINGTON STATE

CONSOLIDATED TECHNOLOGY SERVICES

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SECTION 1

1. INTRODUCTION

1.1 Business Objective

Consolidated Technology Services' (CTS) is seeking Vendors to provide User Experience Consultant services and expertise to assist the State of Washington. Based on a commissioned Statement of Work (SOW), CTS is seeking User Experience Consultants to derive a technical solution that meets (or exceeds) business requirements, technical specifications, and operational intent.

The Consolidated Technology Services (CTS) Web and User Experience team provides User Experience Consulting services to state, local government and non-profits who are qualified to do business with CTS. User Experience consulting services include the following activities:

- User Research
- Content Strategy
- Usability Testing
- Information Architecture Development
- Accessibility Audits (WCAG 2.0)
- Prototype Development
- User Interface Design
- Data Analysis and Reporting
- Organizational Change Management (OCM)
- Roadmap Development

CTS is looking for a vendor who provides some or all of these services to support our increasing project workload and supplement our FTE resources on projects as needed. The purpose of this procurement is to award a new contract, solely for CTS use, to allow CTS to make purchases of User Experience consulting services. CTS reserves the right to purchase the specific Professional Services from the Apparently Successful Vendors (ASV) at CTS' discretion.

1.2 Background

- 1.2.1 CTS, also known as Washington Technology Solutions ("WaTech"), provides telecommunications, computing, and digital government services to more than 700 state agencies, boards and commissions, local governments, tribal organizations, and qualifying non-profits. CTS operates a secure, statewide standards-based telecommunications network providing reliable, economical voice, data and video communications.
- 1.2.2 The CTS data center is one of the largest in the Northwest, combining both client server and mainframe computing in a secure, controlled environment. For more information, visit the CTS Web site at www.watech.wa.gov.

1.3 Acquisition Authority

- 1.3.1 The Department of Enterprise Services (DES) has authority over goods and services under RCW 39.26 and sets processes for procuring information technology based on the policies and standards set by the Technology Services Board. Chapter 43.41A of the Revised Code of Washington (RCW) as amended establishes the Washington State Technology Services Board (TSB). While the TSB does not purchase for agencies, it establishes policies and standards addressing how the manner in which state agencies may acquire information technology equipment, software, and services.
- 1.3.2 RCW 39.26.100(2) provides CTS with an exemption from the DES' procurement rules and requirements. Specifically, the competitive procurement rules stated by Department of Enterprise Services do not apply to CTS. Thus CTS is contracting for the following:
 - 1.3.2.1 Services and activities that are necessary to establish, operate, or manage the state data center, including architecture, design, engineering, installation, and operation of the facility, that are approved by the Technology Services Board (TSB).
 - 1.3.2.2 The acquisition of proprietary software for or part of the provision of services offered by CTS.
 - 1.3.2.3 The acquisition of information technology services necessary for or part of the provision of services offered by CTS.
- 1.3.3 This RFQQ is issued in good faith, but it does not guarantee an award of contract, nor does it represent any commitment to purchase whatsoever.

1.4 Contract Term

If a Contract is awarded, the Contract's initial term shall be three (3) years commencing upon the date of execution by CTS. After the initial term, CTS may extend the Contract for up to two (2) additional years.

1.5 Definitions

"Apparently Successful Vendor" or **"ASV"** shall mean the Vendor(s) who best meets all the requirements of this RFQQ and is selected to provide the service.

"Business Days" or **"Business Hours"** shall mean Monday through Friday, 8:00 AM to 5:00 PM, local time in Olympia, Washington, excluding Washington State holidays.

"Contract" shall mean the Request for Quote (RFQQ), the Response, Contract document, all schedules and exhibits, and all amendments awarded pursuant to this contract.

"CTS" shall mean the Washington State Consolidated Technology Services (CTS) formerly the Washington State Department of Information Services (DIS) also known as Washington Technology Solutions (WaTech).

"Delivery Date" shall mean the date by which the ordered Products must be delivered.

"Desirable Scored" or **"(DS)"** shall mean the Vendor has the option to respond, and the Response will be scored.

"Infrastructure" shall mean the hardware, software, and firmware that enables computing devices to communicate by transmitting digital code.

“Mandatory” or **“(M)”** shall mean the Vendor must comply with the requirement, and the Response will be evaluated on a pass/fail basis.

“Mandatory Scored” or **“(MS)”** shall mean the Vendor must comply with the requirement, and the Response will be scored.

“OEM” shall mean the Original Equipment Manufacturer.

“Purchaser” shall mean the Consolidated Technology Services.

“RCW” means the Revised Code of Washington.

“Response” shall mean the written proposal submitted by Vendor to CTS in accordance with this RFQQ. The Response shall include all written material submitted by Vendor as of the date set forth in the RFQQ schedule or as further requested by CTS.

“Related Services” shall mean those services described in the RFQQ such as maintenance, technical support, on-site response, installation and user training.

“Services” shall mean those Services provided by Vendor relating to the solicitation, deployment, development and/or implementation activities that are appropriate to the scope of this solicitation.

“Software” shall mean the object code version of computer programs Licensed pursuant to the Contract. Software also means the source code version, where provided by Vendor. Embedded code, firmware, internal code, microcode, and any other term referring to software residing in the Equipment that is necessary for the proper operation of the Equipment is not included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.

“State” shall mean the state of Washington.

“Statement of Work” or **“SOW”** shall mean the statement of work included in, or attached to, the resulting Contract between Vendor and CTS for Vendor’s Services to be accomplished under the terms and conditions of the resulting Contract. For purposes of the RFQQ, a Statement of Work template has been included in the Contract attached as Appendix B.

“Subcontractor” shall mean one not in the employment of Vendor, who is performing all or part of the Products under the resulting Contract under a separate contract with Vendor. The term “Subcontractor” means Subcontractor(s) of any tier.

“Vendor” shall mean a company, organization, or entity submitting a Response to this RFQQ.

1.6 Single Award

CTS will award contract to the vendor who meets all RFQQ requirements and offers the User Experience Consultant Service at the best value to the State as detailed in Section 7.

1.7 Quantity/Usage

Since the Contract resulting from this solicitation will be designated as “optional-use,” no guarantee of volume or usage can be given.

1.8 Overview of Solicitation Process

The evaluation process will comprise of successive steps of evaluation that will narrow the pool of competitors to assure only the highest scoring finalists’ move to the next Step in the evaluation

process. CTS, at its sole discretion, will determine the number of top scoring competitors to move to the next Step.

Step 1: A preliminary examination of the completeness and validity of responses. All responsive vendors will move to Step 2.

Step 2: An evaluation to determine compliance with requirements and financial evaluation. Only the top scoring vendors will move to Step 3. The financial review will look at commercial risk and cost analysis of all pricing, project schedules, terms and conditions contained within the Response. CTS, in its sole discretion, will determine if it will conduct a Step 3, and the number of top scoring to move to the next Step.

Optional Step 3: Interviews and reference check. Step 3 is discretionary. If CTS chooses to move forward with a Step 3, CTS will interview the top scoring finalists and representative staff who will work on the project, and conduct a reference check of the top scoring vendors.

Step 4: Announce ASV.

1.9 Funding

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.10 Award of Contract

After completing the evaluation phase of the process, we hope to enter into contractual negotiations with one ASV with a view to finalizing contract. Award of contract will depend on a satisfactory outcome to these negotiations. Unsuccessful respondents will be notified subsequently.

1.11 Statements of Work

Any services performed for a Purchaser under the resulting Contract shall be documented in a SOW established between the Purchaser and the Vendor. The SOW will reference the Contract by number, the SOW term, provide a description of the scope of work to be performed, and provide the estimated total cost of the project. Multiple SOWs may be entered into between the parties to document the activities necessary to perform the work herein.

1.12 Additional Products and Services

Additional Products or Services that are determined by CTS to be appropriate to the scope of this acquisition may be added to the Contract.

SECTION 2

2. SCHEDULE

This RFQQ is being issued under the following Schedule. The Response deadlines are mandatory and non-negotiable. Failure to meet any of the required deadlines will result in disqualification from participation. All times are local Olympia time.

Acquisition Schedule	Dates
RFQQ Issued	November 22, 2023
Final Vendor Questions and Comments due	November 29, 2023 by 12:00pm (noon)
State's Final Written Answers issued	December 1, 2023
Vendor Responses due	December 8, 2023 by 12:00pm (noon) December 18, 2023 by 12:00pm (noon)
Initial Evaluation Period	December 8-15, 2023 <u>December 18-22, 2023</u>
Vendor Interviews (optional)	December 18-19, 2023 <u>December 27-28, 2023</u>
Final Evaluation Period	December 20-21, 2023 <u>December 28-29, 2023</u>
Announcement of ASV	December 22, 2023 <u>January 2, 2024</u>
Vendor Request for Optional Debriefing due	December 28, 2023 <u>January 3, 2024</u>
Optional Vendor Debriefings	December 29-30, 2023 <u>January 3-4, 2024</u>
Contract Executed	January 3, 2024 <u>January 10, 2024</u>

CTS reserves the right to revise the above schedule.

SECTION 3

3. ADMINISTRATIVE REQUIREMENTS

COMPLIANCE WITH ALL SECTIONS OF SECTION 3 IS REQUIRED. FAILURE TO FOLLOW THESE ADMINISTRATIVE REQUIREMENTS MAY RESULT IN IMMEDIATE DISQUALIFICATION.

3.1 Request for Quote Coordinator (Proper Communication)

Upon release of this RFQQ, all Vendor communications concerning this solicitation must be directed to the RFQQ Coordinator listed below. With the exception of the Office of Minority and Women's Business Enterprises, (reference Subsection 3.20), unauthorized contact regarding this solicitation with other state employees involved with the solicitation may result in disqualification. All oral communications will be considered unofficial and non-binding on the State. Vendors should rely only on written statements issued by the RFQQ Coordinator.

Michael Callahan, RFQQ Coordinator
Washington Consolidated Technology Services (CTS)
1500 Jefferson Street S.E.
P.O. Box 41501
Olympia, Washington 98504-1501
Telephone: (360) 407-8765
Email: michael.callahan@watech.wa.gov

3.2 Vendor Questions

It is the Vendor's responsibility to remedy any ambiguity, inconsistency, error or omission within this document before submitting their Response. Vendors shall submit all requests to the contact above no later than **12:00 pm (noon)** on the closing date stated in Section 2. An official written CTS response will be provided for Vendor questions received by this deadline. Written responses to Vendor questions will be posted on the CTS website: <http://watech.wa.gov/procurement-announcements>.

3.3 Vendor Complaints Regarding Requirements and Specifications

Vendors may submit specific complaints in writing to the RFQQ Coordinator, if Vendor believes requirements exist that unduly constrain competition. The complaint must be made in writing to the RFQQ Coordinator before the Response due date. The complaint must state how the requirement unduly constrains competition and provide the relevant facts, circumstances and documentation. The solicitation process may continue.

3.4 Response Contents

- 3.4.1 The Response must contain information responding to all mandatory requirements contained in this RFQQ, completed client references, and must include the signature of an authorized Vendor representative on all documents required in the appendices.
- 3.4.2 The Response should be submitted in two (2) volumes containing what is listed below. This separation of documentation protects the integrity of the State's evaluation process. No mention of the cost response may be made in Volume 1.

Volume 1:

- Vendor's cover letter explicitly acknowledging receipt of all RFQQ revisions issued, if any.
- The Response to the Vendor Requirements (Section 4).

- The Response to Technical and Service Requirements (Section 5).

Volume 2:

- The Responses to the Financial Requirements (Section 6) and Cost Model (Appendix E).
- Vendor's signed and completed Certifications and Assurances (Appendix A).
- Vendor's exceptions and/or proposed revisions to the Proposed Contract (Appendix B).
- Vendor's MWBE Certification (Appendix C), if applicable.

- 3.4.3 Failure to provide any requested information in the prescribed format may result in disqualification of the Vendor.

3.5 Response Requirements

Please pay attention to the following:

The signature block in Certifications and Assurances (Appendix A), must be signed by a representative authorized to bind the company to the offer.

- 3.5.1 Vendor must respond to each requirement. Failure to comply with any applicable item may result in the Response being disqualified. In each requirement title is a designation indicating how the Response will be evaluated:

For **Mandatory Requirements (M)**, the Response must always indicate explicitly whether or not the Vendor's proposed Software/Services meet the requirement. A statement, "(Vendor Name) has read, understands, and fully complies with this requirement" is acceptable, along with any additional information requested.

For **Mandatory Scored (MS)** and **Desirable Scored (DS)** items, the Response must always indicate explicitly whether or not the Vendor's proposed Vendor's Software/Services will accomplish each requirement or are desirable as it relates to the service(s) proposed.

- 3.5.2 Response prices must be submitted using form provided. Separate price quotes attached to this document or submitted in some other form will not be accepted as a valid Response.
- 3.5.3 The Response, as well as any reference materials presented by Vendor, must be written in English and Vendor must provide all rates in United States dollars.

3.6 Delivery of Responses

- 3.6.1 All proposals must arrive via an attachment to e-mail to the RFQQ Coordinator at the email address above, on the proposal due date and time stated in Section 2. Vendors should allow sufficient time to ensure timely receipt of the proposal by the RFQQ Coordinator. Responses arriving in the RFQQ Coordinator's inbox after the time stated in Section 2 will be considered to be Late Responses, will not be accepted, and will automatically be disqualified from further consideration. The "receive date/time" posted by CTS' email system will be used as the official time stamp but may not reflect the exact time received.
- 3.6.2 CTS assumes no responsibility for delays caused by Vendor's e-mail, network problems or any other party. All Responses must strictly adhere to the format and file naming conventions set forth herein. Zipped files cannot be received by CTS and cannot be used for submission of Responses.

3.7 Proprietary or Confidential Information

- 3.7.1 Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or

confidential will not be accepted nor honored. CTS will not accept Responses where pricing is marked proprietary or confidential, and the Response will be rejected.

- 3.7.2 To the extent consistent with chapter 42.56 RCW, the Public Disclosure Act, CTS shall maintain the confidentiality of Vendor's information marked confidential or proprietary. If a request is made to view Vendor's proprietary information, CTS will notify Vendor of the request and of the date that the records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, CTS will release the requested information on the date specified.
- 3.7.3 The State's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Vendor of any request(s) for disclosure for so long as CTS retains Vendor's information in CTS records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Vendor of any claim that such materials are exempt from disclosure.

3.8 Cost of Response Preparation

CTS will not reimburse Vendors for any costs associated with preparing or presenting a Response to this RFQQ.

3.9 Administrative Clarifications

CTS reserves the right to contact Vendor for clarification of Response contents.

3.10 Proprietary Information/Public Disclosure

- 3.10.1 Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored. CTS will not accept Responses where pricing is marked proprietary or confidential, and the Response will be rejected.
- 3.10.2 To the extent consistent with [Chapter 42.56 RCW](#), the Public disclosure Act, CTS shall maintain the confidentiality of Vendor's information marked confidential or proprietary. If a request is made to view Vendor's proprietary information, CTS will notify Vendor of the request and of the date that the records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, CTS will release the requested information on the date specified.
- 3.10.3 The State's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Vendor of any request(s) for disclosure for so long as CTS retains Vendor's information in CTS records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Vendor of any claim that such materials are exempt from disclosure.

3.11 Waive Minor Administrative Irregularities

CTS reserves the right to waive minor administrative irregularities contained in any Response. Additionally, CTS reserves the right, at its sole option, to make corrections to Vendors' Responses when an obvious arithmetical error has been made in the price quotation. Vendors will not be allowed to make changes to their quoted price after the Response submission deadline.

3.12 Errors in Response

Vendors are liable for all errors or omissions contained in their Responses. Vendors will not be allowed to alter Response documents after the deadline for Response submission. CTS is not liable for any errors in Responses. CTS reserves the right to contact Vendor for clarification of Response contents.

3.13 Amendments/Addenda

CTS reserves the right to change the Schedule or other portions of this RFQQ at any time. Any changes or corrections will be by one or more written amendment(s), dated, and attached to or incorporated in and made a part of this solicitation document. If there is any conflict between amendments, or between an amendment and the RFQQ, whichever document was issued last in time shall be controlling.

3.14 Right to Cancel

With respect to all or part of this RFQQ, CTS reserves the right to cancel or reissue at any time without obligation or liability.

3.15 Contract Requirements

- 3.15.1 To be responsive, Vendors must indicate a willingness to enter into a Contract substantially the same as the Contract in Appendix B, by signing the Certifications and Assurances (Appendix A). Any specific areas of dispute with the attached terms and conditions must be identified in the Response and may, at the sole discretion of CTS, be grounds for disqualification from further consideration in the award of a Contract.
- 3.15.2 Vendor must explain why each item proposed as additional contract terms is in CTS' best interest as a customer and how it will support CTS' business objectives. Under no circumstances is a Vendor to submit their own standard contract terms and conditions as a response to this solicitation.
- 3.15.3 Instead, Vendor must review and identify the language in Appendix B that Vendor finds problematic, state the issue, and propose the language or contract modification Vendor is requesting. CTS expects the final Contract signed by the ASV to be substantially the same as the contract located in Proposed Contract (Appendix B).
- 3.15.4 If Responses are from a Reseller, wherever the suppliers offers selected customers more suitable terms and conditions of supply, Vendors shall recommend these terms and help CTS to obtain them wherever possible.
- 3.15.5 Where terms and conditions cannot be changed and may have negative consequences on the quality of goods and services or their supply, Vendors are required to recommend methods of mitigating or limiting these negative consequences.
- 3.15.6 The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final Contract.
- 3.15.7 The ASV will be expected to execute the Contract within ten (10) Business Days of its receipt of the final Contract. If the selected Vendor fails to sign the Contract within the allotted ten (10) days' time frame, CTS may elect to cancel the award, and award the Contract to the next ranked Vendor, or cancel or reissue this solicitation.

3.16 Incorporation of Documents into Contract

This solicitation document and the Response will be incorporated into any resulting Contract.

3.17 No Best and Final Offer

CTS reserves the right to make an award without further discussion of the Response submitted; *i.e.*, there will be no best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Vendor intends to offer.

3.18 No Costs or Charges

No costs or charges under the proposed Contract may be incurred before the Contract is fully executed.

3.19 Minority and Women's Business Enterprises

CTS strongly encourages participation of minority and women businesses. Vendors who are Minority and Women's Business Enterprises (MWBE) certified or intend on using MWBE certified Subcontractors are encouraged to identify the participating firm on Appendix C. No minimum level of MWBE participation is required as a condition of receiving an award and no preference will be included in the evaluation of Responses in accordance with chapter 39 RCW. For questions regarding the above, contact Office of MWBE at (360) 753-9693.

3.20 Subcontractor Participation Monitoring and Reporting

Once a contract is awarded through the solicitation or proposal process, the awarded Prime Contractor is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. Prime Contractors that have previously registered with B2Gnow for any public entity, must verify the system has updated information. Contractors can access the system at <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.

Each month during the contract, the Prime Contractor will report payments to ALL Subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the Subcontractor, payment dates, and any additional information required to verify payment to Subcontractors. The Prime Contractor will enter this payment information into the Access Equity system, and the Subcontractors will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both Prime Contractors and Subcontractors.

3.21 No Obligation to Contract/Buy

CTS reserves the right to refrain from Contracting with any and all Vendors. Neither the release of this solicitation document nor the execution of a resulting Contract obligates CTS to make any purchases.

3.22 Non-Endorsement and Publicity

In selecting a Vendor to supply Products to the state of Washington, the State is neither endorsing Vendor's Products, nor suggesting that they are the best or only solution to the State's needs. By submitting a Response, Vendor agrees to make no reference to CTS or the state of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of CTS.

3.23 Withdrawal of Response

Vendors may withdraw a Response that has been submitted at any time up to the Response due date and time (identified on the Schedule, Section 2). To accomplish Response withdrawal, a written request signed by an authorized representative of Vendor must be submitted to the RFQQ Coordinator. After

withdrawing a previously submitted Response, Vendor may submit another Response at any time up to the Response submission deadline.

3.24 Optional Vendor Debriefing

- 3.24.1 Vendors who submit a Response may request an optional debriefing conference to discuss the evaluation of their Response. The requested debriefing conference must occur on or before the date specified in the Schedule (Section 2). The request must be in writing (fax or e-mail acceptable) addressed to the RFQQ Coordinator.
- 3.24.2 The optional debriefing will not include any comparison between the Response and any other Responses submitted. However, CTS will discuss the factors considered in the evaluation of the requesting the Response and address questions and concerns about Vendor's performance with regard to the solicitation requirements.

3.25 Protest Procedures

Vendors who have submitted a Response to this solicitation and have had a debriefing conference may make protests. Upon completion of the debriefing conference, a Vendor is allowed five (5) Business Days to file a formal protest of the solicitation with the RFQQ Coordinator. Further information regarding the grounds for, filing and resolution of protests is contained in Protest Procedures (Appendix D).

3.26 Selection of Apparently Successful Vendor

- 3.26.1 All Vendors responding to this solicitation will be notified by mail or e-mail when CTS has determined the ASV(s). The ASV(s) will be the respondent who:
 - 3.26.1.1 Meets all the requirements of this RFQQ; and
 - 3.26.1.2 Submits the response that achieves the highest total score (see Section 7).
- 3.26.2 The date of announcement of the ASV(s) will be the date the announcement letter is postmarked, or if emailed the date the e-mail is sent.

3.27 Electronic Availability

The contents of this RFQQ and any amendments/addenda and written answers to questions will be available on the WaTech web site at: <http://watech.wa.gov/procurement-announcements>. The document(s) will be available in Microsoft Word & Excel.

SECTION 4

4 VENDOR REQUIREMENTS

COMPLIANCE WITH ALL SECTIONS OF SECTION 3 IS REQUIRED. FAILURE TO FOLLOW THESE ADMINISTRATIVE REQUIREMENTS MAY RESULT IN IMMEDIATE DISQUALIFICATION(M) **Vendor Requirements**

Vendors must state in their response that they have read, understand, and will fully comply with each of the following Requirements.

- 4.1.1 Vendor's RFQQ response has been signed by an individual authorized to bind the responding organization in a Contract.
- 4.1.2 Vendor has read, understands, and fully accepts the procedures, review criteria, and all other administrative requirements set forth in this RFQQ.
- 4.1.3 Vendor will be the single focal point for all issues related to purchase of service, billing, and problem resolution.
- 4.1.4 Vendor must certify that it has been providing User Experience Consulting Services for five (5) or more years.

4.2 (M) Vendor Profile

- 4.2.1 Vendor must provide a description of their company (including business locations, size, areas of specialization and expertise, client base, and any other pertinent information that would aid an evaluator in formulating a determination about the stability and strength of the entity), including the Vendor organization's experience and history with providing User Experience Consultant Services.
- 4.2.2 The legal entity – for example, a private or public corporation – together with its name and registered address.
- 4.2.3 The total number of years the legal entity has been in business and, if appropriate, the number of years under the present business name.

4.3 (M) Use of Subcontractors

CTS will accept Responses that include third party involvement only if the Vendor submitting the Response agrees to take complete responsibility for all actions of such Subcontractors. Vendors must state whether Subcontractors are/are not being used. CTS reserves the right to approve or reject any and all Subcontractors that Vendor proposes.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 RCW. Vendors should familiarize themselves with the requirements prior to submitting a Response.

4.4 (M) Insurance

The ASV will be required to obtain insurance to protect the State should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Vendor or its Subcontractor(s), or their agents, while performing work under the terms of any Contract resulting from this solicitation. Vendors will find a complete description of the specific insurance requirements in the proposed contract terms in Appendix B, Terms and Conditions.

4.5 (M) Invoice Requirements

The ASV will submit properly itemized electronic invoices to CTS's Accounts Payable at ctsdlaccounts payable@watech.wa.gov each purchaser/agency. Invoices shall include, at a minimum:

- 1) Account number (if applicable);
- 2) Invoice number;
- 3) Invoice date;
- 4) Due date;
- 5) Vendor name, address and phone number, remittance address if different;
- 6) Contract number and SOW number;
- 7) Net invoice price for each item without applicable Contract discounts;
- 8) Net invoice price for each item with applicable Contract discounts;
- 9) Total invoice price excluding sales tax;
- 10) Sales or other applicable taxes;
- 11) Total invoice price including sales and other applicable taxes.

4.6 (M) Vendor Account Manager

Vendor shall appoint a dedicated Account Manager who will provide oversight of Vendor contract activities. Vendor's Account Manager will be the principal Point of Contact (POC) concerning Vendor's performance under this Contract. Vendor shall notify the CTS Contract Administrator, in writing, when there is a new Vendor Account Manager assigned to this Contract. The Vendor Account Manager information is:

Name of Account Manager:
Address:
Phone:
Email:
Fax:

4.7 (M) Vendor Licensed to do Business in Washington

Within thirty (30) days of being identified as the ASV, Vendor must be licensed to conduct business in the State of Washington, including registering with the Washington State Department of Revenue (DOR). The Vendor must collect and report all applicable taxes.

4.8 (M) Prior Contract Performance

- 4.8.1 Vendor must submit full details of all Terminations for Default for performance similar to the Products requested by this RFQQ experienced by the Vendor in the past five (5) years, including the other party's name, address and telephone number.
- 4.8.2 "Termination for Default" is defined as notice to Vendor to stop performance due to the Vendor's non-performance or poor performance and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Vendor to be in default.
- 4.8.3 Vendor must describe the deficiencies in performance, and describe whether and how the deficiencies were remedied. Vendor must present any other information pertinent to its position on the matter.

- 4.8.4 CTS will evaluate the information and may, at its sole discretion, reject the Response if the information indicates that completion of a Contract resulting from this RFQQ may be jeopardized by selection of the Vendor.
- 4.8.5 If the Vendor has experienced no such Terminations for Default in the past five years, so declare.

4.9 (M) Highest Standard

Vendor shall abide by the highest standards of care when accessing and working with CTS and its Customer's data.

4.10 (D) Vendor Employee Arbitration Clause

Pursuant to Executive Order 18-03, CTS seeks to contract with qualified Vendors that can demonstrate or will certify that their employees are not required to sign, as a condition of employment, mandatory individual arbitration clauses and class or collective action waivers. Please demonstrate or certify.

4.11 (M) Onsite Availability

While Vendor may perform the services resulting from this RFQQ remotely, Vendor personnel must be available, upon request, to work on-site with the project team at CTS' facility at 1500 Jefferson St. SE, Olympia, WA 98501 and/or at CTS' customer locations primarily located in Thurston County.

4.12 (M) Contract Performance Measures

In addition to the mutually developed performance measures to be set forth in the resulting contract or Statement of Work, the Vendor agrees to be evaluated based on the following:

- 4.12.1 Ability to meet established deadlines (suspense dates).
- 4.12.2 Ability to develop documentation that meets (or exceeds) business requirements.
- 4.12.3 Ability to write clear, concise documentation.

4.13 (M) Reporting and Oversight

In addition to any Deliverables stated in a SOW, the Vendor shall:

- 4.13.1 Provide weekly progress report (unless otherwise agreed to) to the CTS Project Manager, or designee, on progress achieved. Reporting should be supplied against schedule; billable hours expended, and expected hours to complete currently assigned tasks. This report shall state specific tasks assigned, progress made, problems encountered, and activities for the upcoming reporting period.
- 4.13.2 Participate in person (on-site), unless otherwise agreed, in team meetings, stand-ups, and technical reviews as requested by the CTS Project Manager and/or designee. Remote (off-site) participation will use Microsoft Skype for Business and the appropriate audio/video technology to ensure that on-site personnel can hear and see off-site resource(s) and their work being discussed. This participation methodology enables knowledge transfer, audience clarity, and review of deliverables.
- 4.13.3 Review work plans provided by the CTS Project Manager and/or designee. The Work Plan will establish the specific expectations and activities of the work performed.

4.14 (MS 150) Candidate Résumés

- 4.14.1 Vendor must provide three clear and concise representative professional résumés that detail the firm's experience and qualifications required herein.
- 4.14.2 The Mandatory requirements must be highlighted and cross referenced in the Candidate Resumes.
- 4.14.3 After Contract award, CTS has the right to approve or reject any change in Vendor personnel. In the event a candidate is proposed for a specific SOW that does not meet the requirements herein, CTS will not enter into a SOW. If candidates are consistently presented that do not meet the mandatory requirements, CTS will consider termination of the contract for breach.
- 4.14.4 Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 RCW. Vendors should familiarize themselves with the requirements prior to submitting a Response

4.15 (MS 200) Client References - Optional for CTS

- 4.15.1 CTS at its sole discretion may elect to check the references provided for the top scoring vendor(s) as part of the evaluation process. CTS reserves the right to disqualify a vendor and move to the next top scoring vendor if a vendor receives a negative reference.
- 4.15.2 All responding Vendors shall provide as references the names, addresses, telephone numbers, e-mail addresses, and contact person for three (3) representative customers. References must be for projects that are of a similar size and scope of the project anticipated in this RFQQ.
- 4.15.3 The Services purchased by these clients should be similar to those requested by this RFQQ.
- 4.15.4 References must not be from a person, company or organization with any special interest, financial or otherwise, in the Vendor.
- 4.15.5 CTS may contact, at its discretion, other Vendor clients for references. CTS will use a Client Reference Form (Appendix G) to check references.
- 4.15.6 To the extent a Response may give rise to confidentiality obligations, CTS will not sign an NDA to receive the information. Instead, please respond with sufficient information to enable CTS to evaluate and contact the Client Reference. CTS expects the contact information to be provided, and will not coordinate contacting a reference through the Vendor.
- 4.15.7 In the event that one of the provided references is a member of the evaluation team, CTS will contact the Vendor for an alternate reference. The alternate reference shall be provided timely and must be available during the evaluation period.
- 4.15.8 CTS will make one (1) attempt to contact the client and obtain a reference, CTS will leave voicemail, and send an email and it is acceptable if a return call is received within the timeframe set forth in Schedule – Section 2. If a contact cannot be made, the reference will be disallowed.
- 4.15.9 It is the Vendor's responsibility to provide CTS with references that will be timely and available during the evaluation period set forth in Schedule – Section 2. CTS reserves the right to eliminate from further consideration in this RFQQ process any Vendor who, in the opinion of CTS, receives an unfavorable report from a Vendor. CTS also reserves the right to contact other Vendor Purchasers for additional references for consideration.

4.16 (MS 300) Interviews- Optional for CTS

- 4.16.1 (M) CTS at its sole discretion may elect to select the top scoring finalists for an interview as part of the evaluation process. If CTS elects to hold interviews, it will contact the top scoring

Vendors. Vendors must assure that they are available. Representations made by the Vendor during the interview will be considered binding. The Vendor's must be available for interviews in Olympia, WA on the dates stated in Section 2.

- 4.16.2 (M) The top vendors that are invited to participate in interviews will be awarded up to 300 points based on responses and documentation associated with the interview process.
- 4.16.3 (M) Vendor must acknowledge its availability to attend interviews.

SECTION 5

COMPLIANCE WITH ALL SECTIONS OF SECTION 3 IS REQUIRED. FAILURE TO FOLLOW THESE ADMINISTRATIVE REQUIREMENTS MAY RESULT IN IMMEDIATE DISQUALIFICATION

5. TECHNICAL AND SERVICE REQUIREMENTS

Vendors must respond to the following requirements per the instructions set forth in section 3. The requirements below are measured against the information provided in the candidate resume requested. The requirements shall be highlighted and cross reference the numbers below.

5.1 (MS 800) User Experience Consultant Services

Please describe the methodologies used to deliver each service listed below. Please provide at least one example deliverable related to each service identified in this section:

- 5.1.1 (MS 100) Survey Development: Develop surveys to collect input from various user groups in order to collect quantitative and qualitative data.
- 5.1.2 (MS 100) User Interviews (one-on-one, contextual, group): Facilitate multiple types of user interviews in order to learn about users' processes, attitudes, beliefs and reactions.
- 5.1.3 (MS 100) Wireframe and Prototype Development: Development of wireframes, paper prototypes, and digital prototypes that can be used to elicit stakeholder and customer feedback at various points in the design process.
- 5.1.4 (MS 100) Content Strategy: Assist customers in developing the content of their websites or web applications. Activities include, but are not limited to, guiding content audits, develop content standards, teach plain writing, assist in role and governance development.
- 5.1.5 (MS 100) Information Architecture Development: Collect input and data from users via various methods such as card sorting or TreeJack testing to develop the information architecture of a website or system.
- 5.1.6 (MS 100) Usability Testing: Plan and facilitate usability testing activities in order to collect quantitative and qualitative data about the user's experience with a product. Usability testing could be conducted in a formal lab environment, in a remote setting such as online via WebEx, or at a customer's location of choice. Usability testing will be conducted on various technologies including desktops and mobile devices. Various forms of usability testing will be required, including, but not limited to, one-on-one usability testing, A/B testing, prototype testing, first-click testing. Usability testing will also be performed with users of assistive technologies.
- 5.1.7 (MS 100) Accessibility Evaluation and Audit services: Per Washington State Policy 188, people with disabilities should be provided access to the same services and content that is available to persons without disabilities unless providing direct access is not possible due to technical or legal limitations. Conduct audits of websites and web applications against WCAG 2.0 criteria to determine where products are non-compliant and provide recommendations on how to improve the product to gain compliance. Data Collection, Analysis and Reporting: Collect and synthesize qualitative and quantitative data from various activities. Based on data collected and analysis done, provide formal written reports and presentations of findings and recommendations.
- 5.1.8 (MS 100) Data Collection, Analysis and Reporting: Collect and synthesize qualitative and quantitative data from various activities. Based on data collected and analysis done, provide formal written reports and presentations of findings and recommendations.

- 5.1.9 (MS 100) Organizational Change Management (OCM): Provide OCM services in order to guide organizations through major technology changes including, but not limited to, large website redesigns, web application modernizations, and digital transformations.
- 5.1.10 (MS 100) Roadmap Develop: Using any or all expertise from the workstreams listed above, develop roadmaps for digital transformation projects.

5.2 (MS 250) Availability, Responsiveness and Approach

- 5.2.1 (MS 50) On average, how quickly can you respond to a new work requests and begin working on the project?
- 5.2.2 (MS 200) Describe the methodologies you would employ to meet the customer's needs for each example project below, as well as the average timelines for each activity from start to finish.
 - a. Project A: A small Commission is redesigning their website. They want assistance in rebuilding their information architecture and user input on a partially developed version of the new website.
 - b. Project B: A new family and medical leave program is being implemented in the state of Washington. The project is agile with two week sprints. The program has asked you to collect user input on some design mockups they've completed this sprint.

5.3 (M) Agile Experience

Vendor must have experience working on and with Agile Development teams.

5.4 (M) Optimal Workshop Tools

Vendor must have experience with Optimal Workshop Tools.

5.5 (M) Assistive Technologies

Vendor must have experience using assistive technologies – e.g. - screen readers.

5.6 (M) Digital Prototyping

Vendor must have experience with digital prototyping tools

5.7 (M) Remote Usability Testing

Vendor must have experience facilitating remote usability testing, including focus groups and one-on-one usability testing.

5.8 (M) User Personas

Vendor must have experience developing user personas.

5.9 (M) Online Surveys and Forms

Vendor must have experience developing surveys and forms in online tools – e.g. – SurveyMonkey.

SECTION 6

6. FINANCIAL QUOTE REQUIREMENTS

All requirements in Section 6 are Mandatory. Vendor agrees that a submission of a Response to the RFQQ to CTS constitutes acceptance of all requirements in this Section 6 and Vendor has read, understands and will comply with EACH of the requirements listed in the Financial Quote Requirement Section.

6.1 Overview

CTS seeks to acquire Services and products that best meet the State's needs at the lowest cost and best value. Prices must include all aspects needed for the provision of the Services described in this RFQQ. Failure to identify all costs in a manner consistent with the instructions in this RFQQ is sufficient grounds for disqualification.

6.2 Taxes

Vendor must collect and report all applicable state taxes as set forth herein. Vendor must not include taxes on the Cost Model (Appendix E).

6.3 Responses

Responses must be complete and include pricing for all tasks and deliverables. Present all costs for items necessary to perform the services described in the Statement of Work. Vendor's Responses to Cost Model (Appendix E) will be the basis of evaluation of the Financial Proposal as specified in Section 7. Where there is no charge or rate, enter N/C (no charge) or zero (0) on the Cost Proposal Form, as applicable. If the Vendor fails to provide a price, the State will assume the item is free. If the Vendor states "no charge" for an item in the model, the State will receive that item free for the period represented in the model.

6.4 Miscellaneous Expenses

Expenses related to day-to-day performance under any Contract, including but not limited to, travel, lodging, meals, incidentals will **not** be reimbursed to the Vendor. This included travel to and from any CTS location for performance of maintenance.

6.5 Presentation of All Cost Components

Identify all elements of recurring and non-recurring costs and include prices set forth in the Cost Model (Appendix E). This must include, but is not limited to, all taxes, administrative fees, labor, instruction, labor travel, training, travel time, consultation services, and supplies needed for the provisioning of the Services described within this RFQQ.

6.6 Financial Grounds for Disqualification

Failure to identify all costs in a manner consistent with the instructions in this RFQQ is sufficient grounds for disqualification.

6.7 (MS 400) Cost Model

The Vendor must follow the instructions set forth below to complete the form in Appendix E, Cost Model, which will be the basis for evaluation of the Financial Response. Vendor must include in the Cost Model (Appendix E) all cost components needed for the provisioning of the Consulting Services as

described in this RFQQ. Response rates must be submitted using form provided. Separate rate quotes attached to this document or submitted in some other form will not be accepted as a valid response.

Vendor's Hourly Rate for **Entry, Junior and Senior** Experience Levels must be \$150.00 per hour or less.

6.8 Price Protection

For the entire term(s) of the Contract, the Vendor must guarantee to provide the Product(s) and Service(s) at the proposed rates or lower. Consultancy rates cannot increase during any term of the Contract. In the event Vendor is providing the products at a lower rate, CTS shall be entitled to the lower rate. After the three-year initial term ends, rate increases shall not exceed five (5%) percent increase in any one year above the immediately preceding year's fee.

SECTION 7

7. EVALUATION PROCESS

7.1 Overview

A Vendor that meets all of the RFQQs mandatory requirements, and achieves the highest Vendor Response Total Score (VRTS) will be declared the apparently successful vendor ASV. If a vendor is selected as the ASV, they will enter into contract negotiations with CTS.

7.2 Administrative Screening

Responses will be reviewed initially by the RFQQ Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified in Section 3, Administrative Requirements. Evaluation teams will only evaluate Responses meeting all administrative requirements.

7.3 Mandatory Requirements

- 7.3.1 Responses meeting all of the administrative requirements will then be reviewed on a pass/fail basis to determine if the Response meets the Mandatory requirements. Only Responses meeting all Mandatory requirements, other than references, will be further evaluated.
- 7.3.2 The State reserves the right to determine at its sole discretion whether Vendor's response to a Mandatory requirement is sufficient to pass. If, however, all responding Vendors fail to meet any single Mandatory item, CTS reserves the following options: (1) cancel the procurement, or (2) revise or delete the Mandatory item.
- 7.3.3 CTS reserves the right to reject a technical defect in a specific mandatory response section but only where the non-compliance (1) does not deprive the state of the assurance that the contract will be entered into and performed and (2) does not confer a competitive advantage on the bidder.

7.4 Vendor Scoring

The financial evaluation team will calculate the financial score for the Financial Proposal section of the Response using Vendor's Experience Level Hourly Rates in Section 6.7, (MS 400) Cost Model Completion.

7.5 Qualitative Review and Scoring

Only Responses that pass the administrative screening and Mandatory requirements review will be evaluated and scored based on responses to the scored requirements in the RFQQ. Responses receiving a "0" on any Mandatory Scored (MS) element(s) will be disqualified.

7.6 Evaluation of Sections 5 and 6

- 7.6.1 Each scored element in the Experience and Skill Qualifications Requirements section of the Response will be given a score by each technical evaluation team evaluator. Then, the scores will be totaled and an average score for each Vendor will be calculated as set forth below. This will be used in the calculation of Vendor's total score, as set forth in Section 7.8, Vendor Total Score.
- 7.6.2 Evaluation points will be assigned based on the effectiveness of the Response to each technical requirement. For example, if a response is worth 10 points, a scale of zero to ten will be used, defined as follows:

Score	Description	Discussion
0	No value	Vendor has omitted any discussion of this requirement or the information provided is of no value.
1-3	Poor	Vendor has not fully established the capability to perform the requirement, has marginally described its approach, or has simply restated the requirement.
4-6	Average	Vendor has an acceptable capability or solution to meet this criterion and has described its approach in sufficient detail to be considered "as meeting minimum requirements".
7-9	Good	Vendor has demonstrated an above-average capability, approach, or solution and has provided a complete description of the capability, approach, or solution.
10	Excellent	Vendor has provided an innovative, detailed, efficient approach, or established, by references and presentation of material, far superior capability in this area.

7.7 Technical Evaluation – User Experience Consultant Services (Section 5.1)

CTS will review all mathematical computations and will allocate 800 points to the Vendor with the highest User Experience Consultant Services Score (UECSS). The point value for every other bid will be calculated using the ratio of each Vendor's Average UECS to the highest Vendor's Average UECS. This ratio will be multiplied by the 800 points allocated for UECS Requirements to arrive at the total score for each Vendor.

$\frac{\text{Vendor's UECSS}}{\text{Highest Vendor's UECSS}} \times 800 \text{ points} = \text{Vendor's Total UECSS}$

These scores will be carried over in the calculation of the Vendor Total Score as explained below.

7.8 Technical Evaluation – Availability and Responsiveness (Section 5.2)

CTS will review all mathematical computations and will allocate 250 points to the Vendor with the highest Vendor Average Availability and Responsiveness Score (ARS). The point value for every other bid will be calculated using the ratio of each Vendor's Average ARS to the highest Vendor's Average ARS. This ratio will be multiplied by the 250 points allocated for ARS Requirements to arrive at the total score for each Vendor.

$\frac{\text{Vendor's ARS}}{\text{Highest Vendor's ARS}} \times 250 \text{ points} = \text{Vendor's Total ARS}$

These scores will be carried over in the calculation of the Vendor Total Score as explained below.

7.9 Candidate Resumes (Section 4.14)

CTS will review all mathematical computations and will allocate 150 points to the Vendor with the highest Vendor Candidate Resume Score (CRS). The point value for every other bid will be calculated using the ratio of each Vendor's Average CRS to the highest Vendor's Average CRS. This ratio will be multiplied by the 150 points allocated for CRS Requirements to arrive at the total score for each Vendor.

<u>Vendor's Average CRS</u>	x150 points	= Vendor's Total CRS
Highest Vendor's Average		

These scores will be carried over in the calculation of the Vendor Total Score as explained below.

7.10 Financial Proposal Evaluation

The financial evaluation team will calculate the financial score for the Financial Proposal section of the Response using Vendor's completed Cost Model (Section 6.7). That number will represent the Lowest/Vendor's Total Proposal set forth below.

<u>Lowest Entry Level (EL) Hourly Rate Proposal</u>	x 100 points	= EL Hourly Rate Score
Vendor's Total Hourly Rate Proposal		

<u>Lowest Junior Level (JL) Hourly Rate Proposal</u>	x 100 points	= JL Hourly Rate Score
Vendor's Total Hourly Rate Proposal		

<u>Lowest Senior Level (SL) Hourly Rate Proposal</u>	x 100 points	= SL Hourly Rate Score
Vendor's Total Hourly Rate Proposal		

<u>Lowest Expert Level (XL) Hourly Rate Proposal</u>	x 100 points	= XL Hourly Rate Score
Vendor's Total Hourly Rate Proposal		

7.11 Optional Evaluations

7.11.1 Client References (Section 4.15)

The RFQQ Coordinator will calculate the scores for each Client Reference Form, Appendix G. The total scores of each Vendor's Client References will be summed together and a Vendor's average score will be calculated (Step 1). Each Vendor's Average Score will be valued using the score of the highest scored vendor to determine each Vendor's Reference Score (Step 2). The Vendor's Reference Score will be used in the calculation of VRTS, as set forth in Section 7.9, Vendor Response Total Score.

Step 1

<u>Sum of Vendor's Reference Scores</u>	= Vendor's Avg. Reference Score
Number of Vendor's References	

Step 2

<u>Vendor's Avg. Reference Score</u>	x 200 points	= Vendor's Reference Score
Highest Vendor's Avg. Reference Score		

7.11.2 Interviews (Section 4.16)

CTS may elect, after evaluating the written proposals, to schedule interviews of the top scoring finalists. Final points for the interviews will be calculated by an average of the individual scores as set forth below. This will be used in the calculation of VRTS, as set forth in Section 7.9, Vendor Response Total Score.

Step 1

<u>Sum of Vendor's Interview Scores</u>	= Vendor's Avg. Interview Score
Number of Evaluators	

Step 2

<u>Vendor's Avg. Interview Score</u>	x 300 points	= Vendor's Interview Score
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7.12 Allocation of Points

The scores for Response will be assigned a relative importance for each scored section. The relative importance for each section is as follows:

PHASE I	
Technical Evaluation (Section 5)	1050 Points
Financial Proposal (Section 6)	400 Points
Candidate Resumes (Section 4.14)	150 Points
Phase I Subtotal	1600 points
PHASE II – Optional	
Client References (Section 4.15)	200 Points
Interviews (Section 4.16)	300 Points
Phase II Subtotal	500 Points
Total Points	2100 Points

7.13 Vendor Response Total Score

Vendors will be ranked using the VRTS, with the highest score ranked first and the next highest score ranked second, and so forth. The VRTS awarded to a Vendor will be calculated as follows:

Vendor Response Total Score = (Candidate Resumes) + (Technical Score) + (Financial Score) + (Optional Phase 2 Score)

7.14 Selection of Apparently Successful Vendor

The Vendor with the highest VRTS will be declared the ASV. CTS will enter into contract negotiations with the ASV. Should contract negotiations fail to be completed within fifteen (15) business days after initiation, CTS may immediately cease contract negotiations and declare the Vendor with the second highest score as the new ASV and enter into contract negotiations with that Vendor. This process will continue until the Contracts are signed or no qualified Vendors remain.

7.15 Contract Negotiations

Upon selection of an ASV, CTS will enter into contract negotiations with the ASV. Vendors must be willing to enter into a Contract substantially the same form and the same terms and conditions as the Contract in Appendix B. The ASV will be expected to complete contract negotiations within ten (10) business of announcement of the ASV. The ASV will be expected to execute the Contract within five (5) business days of its receipt of the final contract. If the ASV fails or refuses to sign the Contract within the allotted five (5) calendar day time frame, CTS may immediately cease contract negotiations and elect to cancel the award. CTS may then award the Contract to the next ranked Vendor, or cancel or reissue this solicitation. Vendor's submission of a Response to this solicitation constitutes acceptance of these Contract requirements.

APPENDIX A

CERTIFICATIONS AND ASSURANCES

Issued by the State of Washington

We make the following certifications and assurances as a required element of the Response to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFQQ are conditions precedent to the award or continuation of the resulting Contract.

The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offer or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offer or, directly or indirectly, to any other offer or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offer to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.

The attached Response is a firm offer for a period of 120 days following the Response Due Date specified in the RFQQ, and it may be accepted by CTS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120 day period. In the case of protest, your Response will remain valid for 180 days or until the protest is resolved, whichever is later.

In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. Any exceptions to these assurances are described in full detail on a separate page and attached to this document.

We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.

We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in Appendix B, or substantially similar terms, if selected as a contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in Appendix B of this solicitation.

We (circle one) **are** / **are not** submitting proposed Contract exceptions (see Subsection 3.15, *Contract Requirements*).

Vendor Signature

Vendor Company Name

Title

Date

APPENDIX B PROPOSED CONTRACT

Posted separately on the CTS Web site at:
<http://watech.wa.gov/procurement-announcements>

APPENDIX C
***(If Applicable)* MWBE Participation Form**

**Minority and Women's Business Enterprises (MWBE)
Participation Form**

MWBE participation is defined as: Certified MBEs and WBEs bidding as prime Vendor, or prime Vendor firms subcontracting with certified MWBEs. For questions regarding the above, contact Office of MWBE, (360) 664-9770.

In accordance with WAC 326-30-046, CTS goals for acquisitions have been established as follows: 12% MBE or WBE.

MBE FIRM NAME	*MBE CERTIFICATION NO.	PARTICIPATION %

WBE FIRM NAME	*WBE CERTIFICATION NO.	PARTICIPATION %

*Certification number issued by the Washington State Office of Minority and Women's Business Enterprises.

Name of Vendor completing this Certification: _____

APPENDIX D

PROTEST PROCEDURE

A Vendor who is aggrieved in connection with the solicitation or award of a contract, who has submitted a response and participated in a debriefing conference, may submit a written protest to the Contracts & Procurement Manager at Consolidated Technology Services, 1500 Jefferson Street SE, 5th Floor, Olympia WA 98501 or michael.callahan@watech.wa.gov.

Grounds

Protests may be based only on alleged bias on the part of an evaluator, mathematical error in the computation of the score, or failure to follow the process or standards stated in the related procurement document.

Timing

A protest shall be presented to CTS in writing no later than 5 business days after the post award debrief has occurred. The written letter shall state the grounds for the protest and state the relevant facts, circumstances and documents in support of the Vendor's position.

Process

In conducting its review, CTS will consider all available relevant facts. CTS will resolve the protest in one of the following ways:

1. Find that the protest lacks merit and upholding the agency's action.
2. Find only technical or harmless errors in the agency's acquisition process, determining the agency to be in substantial compliance, and rejecting the protest; or
3. Find merit in the protest and provide options to the agency, including:
 - a. Correcting errors and reevaluating all Responses;
 - b. Reissuing the solicitation document; or
 - c. Making other findings and determining other courses of action as appropriate.

Except as stated otherwise below, the Contracts & Procurement Manager will review protests on behalf of the agency. The agency will deliver its written decision to the protesting vendor within five business days after receiving the protest, unless more time is needed. The protesting vendor will be notified if additional time is necessary. Exempt Purchases under \$100,000 shall be reviewed only by the Contracts & Procurement Manager, whose opinion is final.

Vendors may appeal the Contracts & Procurement Manager's determination, on Exempt Purchases over \$100,000, by submitting an appeal in writing to the Director. An appeal shall be filed no later than 5 business days after Contracts & Procurement Manager's decision. Decisions made by the Director or designee are final.

In the event the Contracts & Procurement Manager has a conflict of interest, the protest or appeal will be managed by a CTS senior level manager appointed by the Deputy Director. This individual must not be involved with the business that is the subject matter of the protest appeal.

APPENDIX E

COST MODEL

(MS 400) COST MODEL

Vendor must provide an hourly rate to provide required services, support, expertise, and deliverables as noted in the RFQQ.

- Vendors must only enter one hourly rate in the yellow shaded cells, per experience level, identified in the table below.
- Vendors may not add or remove experience levels, or any other elements, from the cost model table below.
- 100 Points are allotted for each Experience Level. Vendor's Cost Model score will be allocated per Section 7.9 *Allocation of Points*.
- ~~Vendor's Hourly Rate for Entry, Junior and Senior Experience Levels must be \$150.00 per hour or less.~~

Experience Level	Hourly Rate (\$)	Points
Entry Level (0 – 2 years professional experience)		100
Junior (3 – 6 years professional experience)		100
Senior (7 – 10 years professional experience)		100
Expert (More than 10 years professional experience)		100

APPENDIX F

A Few Critical Things to Keep in Mind When Responding to an RFQQ for Consolidated Technology Services

This document is explanatory only and has no consequence on the processes stated in any particular procurement.

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the **only person** you are allowed to communicate with regarding the RFQQ and is an excellent source of information for any questions you may have.
3. _____ **Take advantage of the “question and answer” period.** Submit your questions to the RFQQ Coordinator by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFQQ. All addenda issued for an RFQQ are posted on the State’s website and will include all questions asked and answered concerning the RFQQ.
4. _____ **Follow the format required in the RFQQ** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner. Make sure to address each subpart.
5. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.
6. _____ **Check the State’s website for RFQQ addenda.** Before submitting your response, check the State’s website at <http://watech.wa.gov/procurement-announcements> to see whether any addenda were issued for the RFQQ.
7. _____ **Review and read the RFQQ document again** to make sure that you have addressed all requirements and have followed all of the instructions. Once you have done that, read the RFQQ document again.
8. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are never accepted.
9. _____ **Address each mandatory/mandatory scored item.** Any time you see an “M” or “MS”- make sure to respond, even in the financial sections. For Mandatory items, A statement, “(Vendor Name) has read, understands, and fully complies with this requirement” is acceptable.

APPENDIX G

VENDOR CLIENT REFERENCE FORM

Name of vendor for whom reference is given: _____

Your Name and Title: _____

Vendor Telephone Number: _____ E-Mail Address: _____

For each of the questions, please rate the response on the following scale and provide any comments you wish to add.

<i>0</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
<i>Unsatisfactory</i>	<i>Below Average</i>	<i>Average</i>	<i>Above Average</i>	<i>Exceptional</i>	<i>Best</i>

1. What were you hoping to achieve by hiring the vendor's services? Do you feel you achieved them?

2. What would you wish had been different about your project or your relationship with the vendor? If you could have changed one thing, what would it have been?

3. How long did it take before you saw the results of the project? Did the vendor stay on schedule?

4. How did you know when the vendor succeeded at what was promised?

5. How well did they understand your needs?

6. How did they handle conflict-resolution?

7. What was their response time to your questions or requests?

8. Did the vendor exceed your expectations?

9. Is there anything else I should consider before I hire this vendor?

10. Would you hire this vendor again? Do you have plans to hire them again?
